

DEPARTMENT OF THE NAVY
GENERAL PURPOSE OUTLEASE

All correspondence in connection with
this contract should include reference
to (Contract No.) N69450-17-RP-00022
Installation/UIC: NAS Meridian/ N63043

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**LEASE
BETWEEN
THE UNITED STATES OF AMERICA
AND
SR MERIDIAN LEASE HOLDINGS, LLC**

THIS LEASE, executed this 23rd day of May 2017, by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Navy ("Government"), and SR MERIDIAN LEASE HOLDINGS, LLC, a Mississippi limited liability company ("Lessee"). (Government and Lessee may sometimes jointly be referred to as the "Parties").

WITNESSETH:

WHEREAS, the Leased Premises, as defined below, covered by this Lease is under the control of the Secretary of the Navy (the "Navy"); and

WHEREAS, the Leased Premises is not excess property as defined in section 3 of the Federal Property and Administrative Services Act of 1949, as amended, (40 U.S.C. § 102); and

WHEREAS, the Secretary of the Navy, pursuant to the provisions of 10 U.S.C. § 2667, has determined that the proposed use of the Leased Premises, subject to the terms and conditions of this Lease, will promote the national defense or serve the public interest.

NOW THEREFORE, in consideration of the terms, covenants, and conditions in this Lease, Government and Lessee agree as follows:

1. **LEASED PREMISES.** Government leases, rents, and demises to Lessee, and Lessee hires and rents from Government, the Leased Premises, as more particularly described and/or depicted in **Attachment A** (the "Leased Premises"), together with all improvements and all related Personal Property as described and/or listed in **Attachment A**, and with all rights of access to the Leased Premises for ingress, egress, parking, and utilities as provided under Paragraphs 10 and 28 below.

2. **TERM.** The term of this Lease shall commence on May 23rd, 2017 and end on May 23rd, 2054, or 37 years from the commencement date, unless sooner terminated under Paragraph 14.

3. **CONSIDERATION.** Lessee shall pay rent in the amount per year set forth in **Attachment D** ("Rent") in the manner set forth in this Paragraph 3. Rent will accrue for the first three (3) years of the term of the Lease, but not be made payable to the Government (an "Accrual Period") if Lessee provides updates to the Government on a monthly schedule showing Lessee's progress towards successful completion of the project as described in **Attachment H**. Rent accrued but not paid during the Accrual Period will become immediately payable if the project described in **Attachment H** is not completed as described by the end of the Accrual Period or if Lessee is unable to fully meet the in-kind consideration requirements set forth in Paragraph 3.2 below, for reasons including, but not limited to, compliance with applicable existing or future regulations, statutes, and/or orders. At the conclusion of the Accrual Period, or notice by Lessee of the

commercial operation of project as described in **Attachment H**, the Government will review the work made on the project described in **Attachment H** and determine whether Rent accrued during the Accrual Period shall be paid in cash pursuant to Paragraph 3.1 below or if in-kind consideration has been provided pursuant to Paragraph 3.2 below.

3.1. **Cash.** Lessee shall pay rent in the amount as noted in **Attachment D**, payable in advance on the first day of each year at the rate as noted in **Attachment D**, by valid check or money order (or other acceptable payment method) and made payable to "Treasurer of the United States," citing Contract Number [N69450-17-RP-00022]. Tenant assumes the risk of using the U.S. Postal Service or other delivery service. The check must be delivered to the address found in Paragraph 18.

3.2. **In Kind.** In lieu of Lessee paying Rent either totally or partially in cash pursuant to Paragraph 3.1, Government will credit in-kind consideration towards Lessee's rent obligation pursuant to the terms herein and in accordance with 10 U.S.C. §2667.

3.2.1. The Government acknowledges that Rent for the full term of this Lease will have been received by in-kind consideration upon (a) commercial operation of the renewable energy generation asset project (as technically described in **Attachment B**), (b) government acceptance of the in-kind consideration project (as technically described in **Attachment H**), and (c) satisfaction of all other Lease terms including the contingent provision of power (as described in Paragraph 3.2.5). Together, both projects as described in **Attachment B** and **Attachment H**, along with satisfaction of all other Lease terms, including the contingent provision of power from Paragraph 3.2.5, are hereafter referred to as "In-Kind Performance." Acceptance of in-kind consideration as payment for all Rent for the full term of this Lease will occur only through written approval from the Government, and that approval shall be made in the form of a written letter by the Real Estate Contracting Officer ("RECO"), which approval will not be unreasonably withheld, conditioned or delayed. In-Kind Performance and the terms of this Lease will be subject to Government audit. Should the audited performance not meet design criteria in **Attachment B**, **Attachment H**, or the intent of this Lease, Lessee's rent obligation will be only credited for the portion meeting such design criteria in **Attachment B** and **Attachment H**.

3.2.2. Nothing in this Lease shall preclude Lessee from contracting with a third party for the In-Kind Performance work. Lessee shall require any contractor to procure bonding or collateral equivalent in an amount not less than the estimated cost of the work contracted for. Prior to commencing the proposed work on In-Kind performance, Lessee shall be solely responsible for obtaining any environmental permits required, independent of any existing permits. Copies of all required construction permits shall be delivered to the Government.

3.2.3. Government will retain the right of technical review of any proposed work to be performed for use as In-Kind Performance, and any proposed changes thereto. A Government representative may oversee the work solely for the benefit of Government and confirm satisfactory completion to the Commander/Commanding Officer. The Real Estate Contracting Officer (RECO) must provide a written final acceptance of the work performed in order for Lessee to receive rent reduction credit for the work performance, which acceptance will not be unreasonably withheld, conditioned or delayed.

3.2.4. Upon termination of this Lease for any reason as set forth in Paragraph 14, Lessee shall not be entitled to a refund of its costs paid for a project the performance of which has not been approved by Government (such approval not to be unreasonably withheld, conditioned or delayed), and a final accounting will be performed and the balance of any rent accrued and still payable to Government will be due on demand by valid check or money order (or other acceptable payment method). Notwithstanding termination, Government reserves the right to have a final accounting performed at any time during the course of the lease term and request that the value of any rent accrued up to that date and not already contractually obligated to any specific project or service to be performed, be paid by valid check or money order (or other acceptable payment method) to Government on demand

3.2.5. During a regional outage event whereby power generated on the Leased Premises cannot be transmitted to the Lessee's public utility power delivery system, Lessee's standard operating procedure is to isolate the renewable energy generation and/or storage system from the Lessee's power delivery system; however, if Government has previously provided Lessee written notice of its technical ability to receive such power, then Lessee shall permit the renewable energy generation and/or system to continue to deliver power to EMEPA Base Distribution Substation instead of to the public utility power delivery system until regional service is restored.

4. USE OF LEASED PREMISES.

4.1. The purpose for which the Leased Premises may be used, in the absence of prior written approval by Government, is for renewable energy generation, storage, management and distribution to the DON installation and the commercial power grid by construction, maintenance and operation of a project as described in **Attachment B** and for no other purpose. Lessee understands and acknowledges that this Lease is not, and does not constitute, a commitment by Government with regard to any fee title conveyance of the Leased Premises, in whole or in part, to Lessee or any agency, instrumentality, or affiliate, or to any sublessee.

4.2. Lessee shall not undertake any activity that may affect a historic or archeological property, including excavation, construction, alteration, or repairs of the Leased Premises, without the prior approval of Government and compliance with section 106 of the National Historic Preservation Act 54 U.S.C. §306108, and the Archeological Resources Protection Act of 1979 (16 U.S.C. §470aa). Buried cultural materials may be present on the Leased Premises. If those materials are encountered, Lessee shall stop work immediately in the affected portion of the Leased Premises and notify Government. Government has no knowledge of any historical or archeological property on the Leased Premises; in the event that it becomes aware of any, Government will immediately notify Lessee.

4.3 As the Leased Premises are currently forested, the Lessee will, at its sole expense, need to clear and grade land as required for the use set forth in Paragraph 4.1 below. Lessee understands that there are marketable forest products, having fair market value which the Government appraises to be \$84,519.58. The Lessee shall pay the appraised amount to the Government within 30 days after Lessee receives signature of this Lease, and this payment will be deposited in the DON Forestry Account. This payment for marketable forest products is not

included in, or a part of Rent, and must be provided to DON as a separate cash/check payment. Payment for the timber is a condition precedent for Lessee's leasehold activities.

5. ASSIGNMENT AND SUBLEASING.

5.1. Lessee shall neither transfer, assign, nor sublet this Lease or any interest in it, or any property on the Leased Premises, or grant any interest, privilege, or license whatsoever in connection with this Lease without the prior written consent of Government. Consent shall not be unreasonably withheld, conditioned or delayed. Government hereby agrees that consent shall be granted so long as the transferee, assignee or subtenant, as applicable, has provided to Government reasonably satisfactory evidence that such transferee, mortgagee, assignee or subtenant does not pose a threat to the national security of the United States, the determination of which shall be made in Government's sole discretion. Government shall use reasonable efforts to provide such consent within thirty (30) calendar days following written request thereof.

5.2. Any sublease granted by Lessee shall contain a copy of this Lease as an attachment and be consistent with the terms and conditions of this Lease and shall terminate immediately upon the expiration or any earlier termination of this Lease, without any liability on the part of Government to Lessee or any sublessee, except as specifically stated in this Lease. No sublease shall relieve Lessee of any of its obligations under this Lease. Under any sublease made with or without consent of Government, the sublessee shall be deemed to have assumed all of the obligations of Lessee under this Lease. Every sublease shall be subject to, and shall be deemed to contain, the Environmental Protection provisions set forth in Paragraph 13 below.

5.3. Lessee shall submit to Government for its prior written consent, a copy of each sublease Lessee proposes to execute. The consent may include a requirement that Lessee renegotiate the sublease to conform to the provisions of this Lease. Consent to the sublease shall not be taken or construed to diminish or enlarge any of the rights or obligations of either Government or Lessee. Should a conflict arise between the provisions of this Lease and a provision of the sublease, the provisions of this Lease shall take precedence. Upon its execution, a copy of each sublease shall be immediately furnished to the Government.

6. PHYSICAL CONDITION OF PROPERTY.

6.1. The Leased Premises shall be delivered to Lessee on an "As Is, Where Is" basis, and, as such, Government makes no warranty to its usability generally or its fitness for any particular purpose.

6.2. In the event this Lease is terminated and the Parties have not agreed to enter into a new lease, or conveyance of title to the Leased Premises, or a Lease In Furtherance of Conveyance, Lessee shall return the Leased Premises to Government in the same condition in which it was received, reasonable wear and tear, damage by insurable events, and Acts of God excepted. Lessee may, at its expense and with prior written approval of Government, (a) replace any personal property with personal property of like kind and utility, (b) replace any personal property in a good and workmanlike manner, and (c) dispose of any worn out, obsolete, or non-functioning personal property, in accordance with applicable laws and regulations. Government

shall not unreasonably withhold, condition, or delay granting its approval to Lessee's request for those actions.

6.3 Lessee shall not be made to replace merchantable forest products located on the Leased Premises for which value has been paid to the Government in accordance with Paragraph 4.3.

7. ENVIRONMENTAL CONDITION OF PROPERTY. An Environmental Condition of Property (ECP) is attached to and made a part of this Lease as **Attachment C**. The ECP sets forth the existing environmental conditions of the Leased Premises as represented by a survey conducted by Government and sets forth the basis for the Government's determination that the Leased Premises are suitable for leasing. Lessee understands that whenever this Lease ends, Government may conduct an inspection of the Leased Premises to determine if any material deviation from the initial environmental condition has occurred, and if a material deviation has occurred, Lessee will remain liable as prescribed in Paragraphs 13, 15, 16, and other terms contained herein, notwithstanding the ending of this Lease. Lessee and each sublessee are made aware of the notifications contained in the ECP and shall comply with all restrictions in it.

8. IMPROVEMENTS AND RESTORATION.

8.1 Lessee, or any sublessee, shall not construct or make any substantial construction, alterations, additions, modifications, excavations, betterments, or improvements to, installations upon, or otherwise modify or alter the Leased Premises in any way (collectively, the "Improvements"), including those that may adversely affect human health or the environment, without the prior written notification by the Lessee and written consent of Government, such consent not to be unreasonably withheld, conditioned or delayed. Title to all Improvements constructed by or on behalf of the Lessee located in, on or under the Leased Premises shall vest in and belong to the Lessee subject to the terms of this Lease. Notwithstanding the foregoing, Government shall consent to the commencement of "limited work" on the Leased Premises so long as Lessee has satisfied the milestones in Paragraph 8.3.2. Upon the completion of such milestones, Government shall issue a Limited Notice to Proceed (LNTP) for commencement of "limited work" as requested by the Lessee. Consent to commence any other construction on the Leased Premises will be provided to the Lessee in a Notice to Proceed (NTP) and shall not be unreasonably withheld or delayed subject to the Milestones in Paragraph 8.3.4. Government shall use reasonable efforts to provide such NTP within thirty (30) days following written notice from Lessee that Lessee is prepared to issue full notice to proceed for the construction of the Improvements under the applicable construction contract. For the avoidance of doubt, Government hereby agrees that it shall provide NTP with respect to the project described on **Attachment B** so long as Lessee has satisfied all the milestones in Paragraph 8.3.4. If Government declines to provide such NTP, it shall provide a reasonably detailed explanation for such rejection. Lessee shall address all of Government's comments necessary to satisfy the foregoing milestones, and shall resubmit its request for NTP, repeating the foregoing process until NTP is provided. The Improvements shall be done in a workmanlike manner and be subject to the requirements of all state and local building codes, as applicable. Lessee shall give Government designs at design milestones of 50%, 100% and as-built level design drawings for proposed changes to **Attachment B**, including but not limited to those resulting from design finalization, project optimization, regulatory influence, and changing knowledge of site

conditions. Interconnection approvals by EMEPA for the projects described in **Attachment B** and **Attachment H** are a prerequisite for the Government to provide a NTP to the Lessee, and Lessee shall furnish written evidence to Government of such approvals. Once obtained, the interconnection approving order(s) will be attached as **Attachment F** to this Lease. Lessee shall not be made to replace merchantable forest products located on the Leased Premises for which value has been paid to the Government in accordance with Paragraph 4.3.

8.2 Except as otherwise stated in this Lease or in Government's written approval, upon expiration or earlier termination of this Lease, Lessee shall, unless otherwise agreed by the parties, promptly remove the Improvements and restore the Leased Premises to substantially the same condition that existed when the term of this Lease began, or to a condition that is acceptable to Government.

8.3 Milestones for LNTP and NTP:¹

8.3.1 Government shall consent to the commencement of "limited work" on the Leased Premises (LNTP) for the following purposes once the milestones shown below in Paragraph 8.3.2 for LNTP are met:

- a) Surveying;
- b) Geotechnical investigation;
- c) Perform other exploratory work to accommodate design efforts;
- d) Timbering to clear the lease footprint (if applicable);
- e) Begin civil work and earthwork (including, but not limited to, site grading, vegetation removal, and perimeter fence construction (collectively, the "Early Site Work"));
- f) Establishment of material staging, temporary parking areas, and construction offices;
- g) Install erosion control measures approved by local authority; and
- h) Other related work as required by the installation or requested by the Lessee.

8.3.2 LNTP MILESTONES - Lessee has provided and Government has approved the following (such approval not to be unreasonably withheld, conditioned or delayed):

- a) Prior written notification;
 - b) Updated project schedule (as applicable);
 - c) Work plan, dig permit, scope and design (if applicable) for the work (i.e., tree clearing, fence installation, geotechnical, staging, etc.) that the Lessee intends to perform onsite, as more particularly described in **Attachment B**;
 - d) Emergency contact list (primary point of contact for Lessee and subs);
 - e) Safety/accident prevention plan;
 - f) Environmental protection plan for the execution of related activities, if applicable as determined by the installation; and
 - g) Erosion control plan for the execution of related activities, if applicable, as determined by the installation.
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8.3.3 Government shall consent to the commencement of remainder of the work (NTP) on the Leased Premises for the remaining purposes shown in Paragraph 8.3.1 and below in this Paragraph once the milestones shown above and below in Paragraph 8.3.2 and 8.3.4 for LNTP/NTP are met:

- a) Installation of solar posts, racking and panels; and
- b) Any additional related work required for Lessee's renewable energy generation asset project to be fully constructed and placed in service not previously requested or accomplished.
- c) Installation of in-kind consideration microgrid equipment and infrastructure (generators, switchgear, transformers, fuel systems, or any additional related work such as install underground conduits, concrete pads or connect to [POI] substation);

8.3.4 NTP MILESTONES - Lessee has provided and Government has approved the following (such approval not to be unreasonably withheld, conditioned or delayed):

- a) Prior written notification;
- b) All milestones required in Paragraph 8.3.2. if not previously provided;
- c) Full plan and description of the proposed Improvements, including any other information on the proposed work reasonably requested by Government, specifically, Improvements known to the Government and proposed by the Lessee are described in **Attachment B**; and
- d) A copy of the 100% design drawings.

9. ACCESS BY GOVERNMENT. In addition to access required under Paragraph 13, at all reasonable times throughout the term of this Lease, Government shall be allowed access to the Leased Premises for any purpose upon reasonable notice to Lessee or sublessee (except as otherwise provided herein), provided that (i) Lessee or its designee shall have the right to be present and oversee any activities performed by Government or its officers, agents, employees, contractors, and subcontractors on the Leased Premises, (ii) Government will coordinate with Lessee to ensure that the exercise of Government's rights do not unduly or unnecessarily disturb the Leased Premises or any Improvements thereon or otherwise disrupt the commercial operation of Lessee's renewable energy generation asset project. Government normally will give Lessee or any sublessee forty-eight (48) hours prior notice of its intention to enter the Leased Premises, unless it reasonably determines the entry is an emergency required for safety, health, environmental, operations or security purposes, in which event no notice shall be required. Any claims by Lessee or sublessee against Government for damages arising from such entry shall be governed by the Federal Tort Claims Act and Brooks Act. Nothing in this Lease shall be deemed to prejudice the rights of Lessee or any sublessee under any contract, other agreement or law including, but not limited to, the Federal Tort Claims Act. All necessary keys to the buildings and Leased Premises occupied by Lessee or any sublessee shall be made available to Government upon request.

10. UTILITIES AND SERVICES. Lessee and any sublessee shall be responsible for obtaining utilities and services for the Leased Premises. In the event that Lessee shall request and Government shall furnish Lessee with any utilities and services maintained by Government, Lessee shall pay Government the agreed charges as additional rent under this Lease. Those charges and the method of payment shall be determined by Government or the appropriate supplier of the service, in accordance with applicable laws and regulations, on the basis that

Government or the appropriate supplier may establish, and may include a requirement for the installation of adequate connecting and metering equipment at the sole cost and expense of Lessee. It is expressly agreed and understood that Government in no way warrants the continued maintenance or adequacy of any utilities or services furnished by it to the Leased Premises. Lessee shall have the right, subject to Paragraph 8, to install utilities, or make improvements to existing utilities on the Leased Premises, including but without limitation, the installation of emergency power generators, that may be necessary for the operation of Lessee's equipment.

11. NON INTERFERENCE WITH GOVERNMENT OPERATIONS. Lessee or any sublessee shall not conduct operations or activities, or make any alterations, that would interfere with or otherwise restrict Government operations, environmental clean-up, or restoration actions by Government, U. S. Environmental Protection Agency (EPA), state environmental regulators, or their contractors. Government acknowledges work as described in Attachments B and H does not knowingly interfere or otherwise restrict Government operations. Cleanup, restoration, or testing activities for environmental purposes by those entities shall take priority over Lessee's or any sublessee's use of the Leased Premises in the event of any conflict. However, Government will take reasonable steps to prevent interference with Lessee's or the sublessee's use of the Leased Premises.

12. PROTECTION AND MAINTENANCE OF LEASED PREMISES.

12.1. Protection and Maintenance. Lessee shall, at its own expense, protect, preserve, maintain, and repair the Leased Premises in at least as good condition as when Lessee received it, normal wear and tear, damage by insurable events, and acts of God excepted. Lessee's responsibilities shall include, but not be limited to, removal of trash, litter, broken glass, and other hazards or obstructions from the Leased Premises that are generated by Lessee, its agents, contractors, or employees. Lessee shall ensure that the Leased Premises is maintained free of any noxious or nuisance-causing condition. Lessee is responsible for the maintenance and repair of all buildings or structures built or placed on the Leased Premises by Lessee.

12.2. Exterior Utility Systems. Lessee is responsible for the repair and maintenance of all exterior utility distribution lines, connections, and equipment that solely support Lessee's facilities. This responsibility extends from the facilities leased to the point of connection with the utility system that serves users other than Lessee. These systems include, but are not limited to, heating plants, steam lines, traps, high voltage transformers, substations, power distribution lines (overhead and underground), poles, towers, gas mains, water and sewage mains, water tanks, fire protection systems, hydrants, lift stations, manholes, isolation valves, meters, storm water systems, catch basins, and similar items.

12.3. Refuse Removal. Debris, trash, and other undesirable materials shall be promptly removed from the Leased Premises, and the Leased Premises shall be kept reasonably clean and free of undesirable materials at all times. At completion of the Lease term, Lessee shall remove all containers, equipment not belonging to Government, and other undesirable materials, and leave the Lease Premises in an acceptably clean condition.

12.4. Security Protection. Lessee shall keep the Leased Premises secure and safe. Any crimes or other offenses, including traffic offenses and crimes and offenses involving damage to or theft of Government property, shall be reported to the appropriate state or local municipal

authorities for investigation and disposition (in non-exclusive legislative jurisdiction areas) and to Government as property owner. Leased Premises are under concurrent legislative jurisdiction.

12.5. **Trained and Qualified Persons Only.** Lessee shall ensure, or shall cause that any subcontractor ensure, that only trained, experienced, and qualified persons perform the maintenance and protections services specified in this Paragraph.

13. **ENVIRONMENTAL PROTECTION PROVISIONS.**

13.1. **Compliance with Law.** Lessee shall comply, at its sole cost and expense, with the Federal, state, and local environmental laws, regulations, and standards that are or may become applicable to Lessee's activities on the Leased Premises.

13.2. **Permits.** Lessee shall be solely responsible for obtaining at its cost and expense any environmental permits and approvals required for its operations under this Lease, independent of any existing permits. Government agrees to reasonably cooperate with lessee in complying with or obtaining any such permits and approvals.

13.3. **Indemnification.** Lessee shall, to the extent permitted under applicable law, indemnify and hold harmless Government from, and defend Government against, any damages, costs, expenses, liabilities, fines, or penalties resulting from releases, discharges, emissions, spills, storage, treatment, or disposal of any Hazardous Substances resulting from Lessee acts or omissions, or any other acts or omissions by Lessee, its officers, agents, employees, or contractors, or licensees, or the invitees of any of them, giving rise to Government liability, civil or criminal, or responsibility under Federal, state, or local Environmental Laws ("Environmental Laws"). This Paragraph shall survive the termination of this Lease, and Lessee's obligations under this Paragraph shall apply whenever Government incurs costs or liabilities for Lessee's actions of the types described in this Paragraph 13.

13.4. **Inspection.** Government's rights under this Lease specifically include the right for Government officials to inspect upon reasonable notice the Leased Premises for compliance with Environmental Laws, safety, and occupational health laws and regulations, whether or not Government is responsible for enforcing them, provided that (i) Lessee or its designee shall have the right to be present and oversee any activities performed by Government or its officers, agents, employees, contractors, and subcontractors on the Leased Premises, (ii) Government will coordinate with Lessee to ensure that the exercise of the Government's rights do not unduly or unnecessarily disturb the Leased Premises or any Improvements thereon or otherwise disrupt the commercial operation of Lessee's renewable energy generation asset project. Those inspections may be made without prejudice to the right of duly constituted enforcement officials to make them. Government normally will give Lessee forty-eight (48) hours prior notice of its intention to enter the Leased Premises unless it determines the entry is required for safety, environmental, operations, or security purposes. Any claims by Lessee or sublessee against Government for damages arising from such entry shall be governed by the Federal Tort Claims Act

13.5. **Asbestos.** Except as provided in Paragraph 13.6, Government is not responsible for any abatement, removal, or containment of asbestos. If Lessee intends to make any Improvements that require the abatement, removal, or containment of asbestos, an appropriate

asbestos management plan must be incorporated in the alterations plan to be submitted to the Commander/Commanding Officer under Paragraph 8. The asbestos management plan will identify the proposed disposal site for the asbestos.

13.6. **Abatement of Asbestos.** Government shall be responsible for the removal or containment of asbestos or asbestos-containing material (collectively, "ACM") existing in the Leased Premises on the term beginning date as identified in the ECP attached to this Lease when that ACM is damaged or deteriorated to the extent that, through normal use, it is a source of airborne fibers in quantities that pose a threat to human health ("damaged or deteriorated ACM"). Government agrees to abate all existing damaged or deteriorated ACM as stated in this Paragraph 13.6. Government may choose the most economical means of abating damaged or deteriorated ACM, which may include removal or containment, or a combination of removal and containment. The foregoing Government obligation does not apply to ACM that is not damaged or deteriorated at the time Lessee takes possession of the Leased Premises and that may become damaged or deteriorated by Lessee's activities. ACM that during the period of this Lease becomes damaged or deteriorated through the passage of time, or as a consequence of Lessee's activities under this Lease, including but not limited to any emergency, shall be abated by Lessee at its sole cost and expense. Notwithstanding Paragraph 13.5, in an emergency, Lessee shall notify Government as soon as practicable of its emergency ACM responses. Lessee shall be responsible for monitoring the condition of existing ACM on the Leased Premises for deterioration or damage and accomplishing repairs pursuant to this Lease.

13.7. **Environmental Liability of Lessee/Government.** Notwithstanding any other provision of this Lease, Lessee does not assume any, and Government shall retain all, liability or responsibility for any environmental response, remediation, or cleanup required as a result of environmental impacts or damage arising from or occurring during Government's past use, storage or release of Hazardous Substances on any portion of the installation, including the Leased Premises. Government does not assume any, and Lessee shall retain all, liability or responsibility for any environmental response, remediation, or cleanup required as a result of environmental impacts or damage arising from Lessee's use, storage, or release of Hazardous Substances on any portion of the Leased Premises after commencement of the term of this Lease and for the duration of Lessee's occupancy of the Leased Premises. Lessee has no obligation under this Lease and shall not assume any obligations or liabilities, and Government shall retain all such obligations and liabilities related thereto, regarding the undertaking of defense of any claim or action (including, without limitation, those made by third-parties), whether in existence now or brought in the future, to the extent arising out of the Government's use, storage or release of any Hazardous Substances on, or from any part, of the installation, including the Leased Premises, which occurred prior to the first day of the Lessee's occupation or use of the Leased Premises. Government has no obligation under this Lease and shall not assume any obligations or liabilities, and Lessee shall retain all such obligations and liabilities related thereto, regarding the undertaking of defense of any claim or action (including without limitation those made by third-parties), whether in existence now or brought in the future, to the extent arising out of the Lessee's use, storage or release of any Hazardous Substances on, or from any part, of the installation, including the Leased Premises, after the first day of the Lessee's occupancy or use of the Leased Premises and for the duration of Lessee's occupancy of the Leased Premises. Further, Lessee has no obligation under this Lease and shall not assume any obligations or liabilities, and Government shall retain all such obligations and liabilities related thereto,

regarding the undertaking of defense of any claim or action (including without limitation those made by third-parties), whether in existence now or brought in the future, or conducting environmental response, investigation, remediation, or cleanup actions, arising from the Government's use, storage or release of Hazardous Substances, on the Leased Premises. Government has no obligation under this Lease and shall not assume any obligations or liabilities, and Lessee shall retain all such obligations and liabilities related thereto, regarding the undertaking of defense of any claim or action (including without limitation those made by third-parties), whether in existence now or brought in the future, or conducting environmental response, investigation, remediation, or cleanup actions, arising from the Lessee's use, storage or release of Hazardous Substances, on the Leased Premises. In addition, Lessee does not assume any, and Government shall retain all, liability or responsibility for any non-compliance with or violations of Environmental Laws occurring with respect to the Leased Premises or the Government installation, which were caused by acts or omission of Government and that arose prior to the term of this Lease. By contrast, Government does not assume any, and Lessee shall retain all, liability or responsibility for any non-compliance with or violations of Environmental Laws occurring on the Leased Premises, which were caused by acts or omissions of Lessee and that arose after the commencement of the term of this Lease, for the duration of Lessee's occupancy of the Leased Premises. Notwithstanding any other provision of this Lease, the environmental liability apportionment provisions of this Paragraph 13.7 shall be sole and exclusive terms in this Lease governing the environmental liability of Lessee and Government, and it shall survive the term of this Lease.

13.7.1. For the purposes of this Paragraph, "defense" or "environmental response, remediation, or cleanup" include liability and responsibility for the costs of damage, penalties, legal, and investigative services relating to such use or release. "Occupation or use" shall mean any activity or presence (including preparation and construction) in or upon such portion of, or such building, facility, or other improvement on, the Leased Premises.

13.7.2. Except as otherwise expressly provided therein, this Paragraph 13.7 does not relieve Lessee of any other obligations or liability it might have or acquire with regard to third parties or regulatory authorities by operation of law as a result of, or exacerbated by, Lessee's activities during the term of this Lease.

13.7.3. This Paragraph 13.7 shall survive the expiration or termination of this Lease.

13.8. **No Liability for Interference.** Lessee expressly acknowledges that it fully understands that some or all of the response actions to be undertaken with regard to the Federal Facilities Agreement (FFA), if applicable, or the ERP, may impact Lessee's quiet use and enjoyment of the Leased Premises. Neither an FFA nor ERP are known to exist for the Leased Premises. Lessee agrees that notwithstanding any other provision of this Lease, Government assumes no liability to Lessee should implementation of the FFA, if applicable, or the ERP, or other Hazardous Waste cleanup requirements, whether imposed by law, regulatory agencies, or the Navy or the Department of Defense, interfere with Lessee's use of the Leased Premises. Lessee shall have no claim against The United States or any of its officers, agents, employees, or contractors on account of any interference, whether due to entry, performance of remedial or

removal actions, or exercise of any right with regard to the FFA, if applicable, or the ERP, under this Lease or otherwise.

13.9. **Applicability of FFA or ERP.** An FFA does not exist for the Leased Premises and therefore any references to FFA requirements in this Lease are not applicable. The Leased Premises are not within proximity to a known ERP and therefore any references to an ERP in this Lease are not applicable.

13.10. **Response or Remedial Actions.** Lessee agrees to comply with the provisions of any health or safety plan in effect under the ERP or any Hazardous Substance remediation or response agreement with environmental regulatory authorities during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by Lessee. Any claims by Lessee or sublessee against Government for damages arising from such actions shall be governed by the Federal Tort Claims Act.

13.11. **Storage of Hazardous Wastes.** Lessee must comply with all applicable Environmental Laws relating to occupational safety and health, the handling and storage of Hazardous Substances, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of Hazardous Wastes or Hazardous Substances. Lessee shall not treat, store, transport, or dispose of Hazardous Waste or Hazardous Substances unless Lessee is in possession of any required permit issued to it under the Resource Conservation and Recovery Act, as amended (RCRA). Lessee shall not treat, store, transport, or dispose of any Hazardous Waste or Hazardous Substances under, pursuant to, or in reliance upon any permit issued to Government. Lessee shall be liable for the cost of proper disposal of any Hazardous Waste or Hazardous Substances generated by its approved sublessees in the event of failure of the sublessees to dispose properly of those wastes.

13.12. **Environmental Records.** Lessee must maintain and make available to Government all records, inspection logs, and manifests that track the generation, handling, storage, treatment, and disposal of Hazardous Waste or Hazardous Substances relevant to Lessee's activities on the Leased Premises, as well as all other environmental records required to be maintained by Lessee in connection with its use and activities on the Leased Premises by applicable Environmental Laws. Government reserves the right to inspect the Leased Premises and Lessee's records for compliance with Environmental Laws relating to the generation, handling, storage, treatment, and disposal of Hazardous Waste, as well as to the discharge or release of Hazardous Substances. Violations will be reported by Government to appropriate regulatory agencies, as required by applicable Environmental Laws, with written notice thereof being simultaneously provided to Lessee. Lessee shall be liable for the payment of any fines and penalties that may accrue as a result of the actions of Lessee.

13.13. **Spill Plans.** If Hazardous Waste, fuel, chemicals, or other regulated Hazardous Substances will be present on the Leased Premises, Lessee shall prepare a completed and approved plan prior to commencement of operations on the Leased Premises for responding to Hazardous Waste or Hazardous Substances, fuel, and other chemical spills. The plan shall comply with all applicable requirements of Environmental Law and shall be updated from time to time as may be required to comply with changes in site conditions or applicable requirements,

and where required, shall be approved by all agencies having regulatory jurisdiction over the plan. The plan shall be independent of Navy spill prevention and response plans. Lessee shall not rely on use of the installation's personnel or equipment in execution of its plan. Lessee shall file a copy of the approved plan and approved amendments thereto with the Commander/Commanding Officer within fifteen (15) days of approval. Notwithstanding the foregoing, should Government provide any personnel or equipment, whether for initial fire response or spill containment or otherwise on request of Lessee, or because Lessee was not, in the sole opinion of Government, conducting timely cleanup actions as required of Lessee under applicable Environmental Laws, Lessee agrees to reimburse Government for its costs in accordance with all applicable Environmental Laws.

13.14. **RCRA Compliance.** Lessee shall comply with the hazardous waste permit requirements under the RCRA or its state equivalent and any other Environmental Laws applicable to Hazardous Waste or Hazardous Substances that apply to Lessee's use or activities on the Leased Premises. To the extent applicable, Lessee must provide at its own expense hazardous waste storage facilities that comply with all Environmental Laws and regulations that it may need for storage. Government hazardous waste storage facilities will not be available to Lessee. Any violation of the requirements of this Paragraph shall be deemed a material breach of this Lease.

13.15. **Accumulation Points** Government accumulation points for Hazardous Wastes and Hazardous Substances, along with any other non-Hazardous Wastes shall not be used by Lessee, and Lessee shall not permit its Hazardous Waste to be commingled with Hazardous Waste or Hazardous Substances or any discarded material generated by the Government.

13.16. **Discharge of Fill.** Lessee shall not discharge, or allow the discharge of, any dredged or fill material into any waters or wetlands on the Leased Premises except in compliance with the express written consent of the Commander/Commanding Officer,

13.17. **Pesticides.** Prior to the storage, mixing, or application of any pesticide, as that term is defined under the Federal Insecticide, Fungicide, and Rodenticide Act, Lessee shall prepare a plan for storage, mixing, and application of pesticides (Pesticide Management Plan). The Pesticide Management Plan shall be sufficient to meet all applicable Federal, state, and local pesticide requirements, including those imposed under Environmental Laws. Lessee shall store, mix, and apply all pesticides within the Leased Premises only in strict compliance with the Pesticide Management Plan. The pesticides will only be applied by a licensed applicator.

13.18. **National Pollutant Discharge Elimination System (NPDES) Permit.** Lessee shall comply with the requirements of the Federal Water Pollution Control Act, as amended, the NPDES, and any applicable State or local requirements. If Lessee discharges wastewater to a publicly owned treatment works, Lessee must submit an application for its discharge prior to the start of this Lease. Lessee shall be responsible for meeting all applicable wastewater discharge permit standards. Lessee shall not discharge wastewater under the authority of any NPDES permit, pretreatment permit, or any other permit issued to the Government with respect to the installation. Lessee shall make no use of any septic tank installed on the installation without the prior written consent of Government.

13.19. **Radioactive Materials.** Lessee must notify Government of its intent to possess, store, or use any licensed or licensable source or byproduct materials, as those terms are defined under the Atomic Energy Act, as amended, and its implementing regulations; of Lessee's intent to possess, use, or store radium; and of Lessee's intent to possess or use any equipment producing ionizing radiation and subject to specific licensing requirements or other individual regulations, at least sixty (60) days prior to the entry of such materials or equipment upon the installation. Upon notification, Government may impose requirements, including prohibition of possession, use, or storage, that are deemed necessary to adequately protect health and the human environment. Thereafter, Lessee must notify Government of the presence of all licensed or licensable source or byproduct materials, of the presence of all radium, and of the presence of all equipment producing ionizing radiation and subject to specific licensing requirements or other individual regulation; provided, however, that Lessee need not make either of the above notifications to Government with regard to source and byproduct material that is exempt from regulation under the Atomic Energy Act. Lessee shall not, under any circumstances, use, own, possess, or allow the presence of special nuclear material on the Leased Premises.

13.20. **Improvements and Environmental Cleanup.** Lessee further agrees that it shall give Government prior written notice accompanied by a detailed written description of all proposals for any Improvements that, to Lessee's knowledge, impede or impair any activities under the ERP, or the FFA if applicable, or that will be undertaken in certain areas of the Leased Premises identified as "Areas of Special Notice" on **Attachment E**. These Areas of Special Notice consist of either "Operable Units" (as defined in the National Contingency Plan) or other areas of concern because of the potential for environmental contamination and include buffer areas as shown on **Attachment E**. The notice and accompanying written description of those proposals shall be delivered to Government sixty (60) days in advance of the commencement of any Improvements. In addition, such Improvements shall not commence until Lessee has complied with the provisions of Paragraph 8. The detailed written description must include the effect that any such planned Improvements may have on site soil and groundwater conditions and the cleanup efforts contemplated under the ERP and the FFA, if applicable. Notwithstanding the preceding three sentences, Lessee shall be under no obligation to give advance written notice of any such Improvements that will be undertaken totally within any structure located on the Leased Premises, provided that the work would not, to Lessee's knowledge, impede or impair any activities under the ERP or the FFA, if applicable. However, any work below the floor of any structure within any Area of Special Notice that will involve excavating in and/or disturbing concrete flooring, soil and/or groundwater, or will impede or impair any activities under the ERP or the FFA, if applicable, will be subject to the sixty (60) day notice requirement imposed by this Paragraph 13.20

13.21. **Environmental Access.** Government, EPA, and the state and their respective officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to Lessee to enter upon the Leased Premises for the purposes enumerated in this subparagraph, and for other purposes consistent with any provision of the FFA, if applicable:

13.21.1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, test pitting, testing soil borings, and other activities related to the ERP or the FFA, if applicable;

13.21.2. To inspect field activities of Government and its contractors and subcontractors in implementing the ERP or the FFA, if applicable. When the Lessee has notice of an EPA or State Regulatory visit or inspection, the Lessee shall notify the Government as soon as practical;

13.21.3. To conduct any test or survey required by the EPA or the state relating to the implementation of the FFA, if applicable, or environmental conditions at the Leased Premises or to verify any data submitted to the EPA or state by Government relating to those conditions;

13.21.4. To conduct, operate, maintain, or undertake any other response or remedial action as required or necessary under the ERP or the FFA, if applicable, including, but not limited to, monitoring wells, pumping wells, and treatment facilities.

13.21.5. To monitor any environmental restrictive use covenants and the effectiveness of any other land use or institutional control established by the Navy on the Leased Premises, either by itself, by its contractor, by any public entity, including the state, or by a private entity registered in the state to monitor environmental covenants.

Notwithstanding the foregoing, (i) Lessee or its designee shall have the right to be present and oversee any activities performed by Government, EPA, the state or their respective officers, agents, employees, contractors, and subcontractors on the Leased Premises, (ii) Government will coordinate with Lessee to ensure that the exercise of Government's rights do not unduly or unnecessarily disturb the Leased Premises or any Improvements thereon or otherwise disrupt the commercial operation of Lessee's renewable energy generation asset project.

13.22. **Environmental Protective Measures.** Lessee shall comply in all material respects with the Environmental Protective Measures provided in **Attachment G**.

13.23. **Definitions.** For the purposes of the "Environmental Protection Provisions" in this Section 13 of the Lease agreement, the following terms shall have the meaning provided as follows:

13.23.1. The term "Environmental Laws" shall mean any and all applicable federal, state, or local laws (including without limitation any and all legally binding requirements or obligations imposed by any governmental entity, body, or subdivision thereof, including administrative, legislative, or judicial entities, with jurisdiction over the Leased Premises) relating to, either, the protection of the environment or natural resources, including without limitation soils, groundwater or surface water resources, subsurface strata, flora and fauna, or ambient air; the release, investigation, remediation, management, storage, or registration of Hazardous Substances; or work-place or occupational health or safety, industrial hygiene, or employee hazard prevention.

13.23.2. The term "Hazardous Substances" shall mean any and all solid or liquid materials, wastes or other discarded material, or substances of any kind whatsoever subject to regulation or designated as either "toxic," "hazardous," "dangerous," "harmful," "pollutants," or "contaminants," pursuant to Environmental Laws, including without limitation the definition of Hazardous Substances contained in the Comprehensive Environmental Response, Compensation

and Liability Act (CERCLA) 42 U.S.C. § 9601 et seq, and the National Contingency Plan, 40C.F.R. Part 300, as well as petroleum or any fraction thereof, asbestos or any asbestos containing material, or any material constituting a "toxic or hazardous material" as defined in 48 C.F.R. § 252.223-7006.

13.23.3 The term "Hazardous Waste" shall have the meaning ascribed to the term "Hazardous Waste" in 42 U.S.C. § 6903, the Resource Conservation and Recovery Act and in 40 C.F.R. Part 260.

14. **TERMINATION.**

14.1. **Termination for Non-Use.** This Lease will terminate and be considered a breach under Paragraph 14.3 of this Lease upon abandonment by Lessee of the rights granted herein; or upon non-use of those rights for a period of two (2) consecutive years.

14.2. **National Emergency.** In the event of a national emergency declared by the President or the Congress that requires Government use of the Leased Premises, Government may terminate this Lease immediately, without prior notice to Lessee.

14.3 **Breach of Terms By Lessee.** In the event of breach by Lessee of any of the terms, conditions, or obligations of this Lease, Government shall have the right to terminate for breach; unless Government determines that immediate notice of termination or a shorter period of time for cure is required for safety, environmental, operational, or security purposes, Lessee shall be afforded thirty (30) calendar days from the receipt to Government's notice of intent to terminate to complete the performance of the obligation or otherwise cure the breach and avoid notice of termination of this lease. Government may grant a reasonable extension of time to complete the cure. In the event that Government shall elect to terminate this Lease on account of the breach by Lessee and such breach has not been cured during the applicable cure period, Government will issue a written notice of termination to Lessee, and Government shall be entitled to recover, and Lessee shall pay to Government:

14.3.1. The reasonable costs incurred by Government in resuming possession of the Leased Premises;

14.3.2. The reasonable costs incurred by Government in performing any outstanding obligation on the part of Lessee existing prior to or upon termination;

14.3.3. An amount equal to the aggregate of any maintenance obligations, and charges assumed under this Lease and not paid or satisfied, with amounts being due and payable at the time when those obligations and charges would have accrued or become due and payable if this Lease had not been terminated, provided, however, that Rent under Paragraph 3 shall not accrue beyond sixty (60) days after the later of (a) the date the Leased Premises are vacated by Lessee and restored to their original condition, or (b) the date of issuance of notice of termination.

14.4. **Sale or Transfer of the Property.** Lessee agrees that nothing in this Lease shall be construed to prevent Government from selling, assigning or otherwise transferring all or any

part of Government's fee simple interest in the Leased Premises subject to this Lease. If Government transfers all of Government's fee simple interest in the Leased Premises subject to this Lease, Lessee agrees that any and all obligations of Government under this Lease not then accrued shall terminate with respect to Government upon the effective date of such transfer and Lessee hereby releases Government from any obligations or covenants under this Lease which have not accrued prior to such effective date except as expressly set forth in Paragraph 13). The transferee of Government's interest shall have the obligation to perform all of the obligations and covenants of Government under this Lease including those obligations and covenants that shall have accrued with respect to the Government prior to the effective date of such transfer.

14.5. **Federal Requirement.** In the event all or any part of the Leased Premises is required for Federal use, or if Lessee's use of it is not consistent with Federal program purposes, Government may terminate the Lease, or any needed part of the Leased Premises, if it is practical to terminate only a part, upon ninety (90) days' written notice to Lessee

14.6. **Termination by Lessee.** Lessee may terminate this Lease at any time upon ninety (90) days written notice to the RECO

14.7. **Rights retained by Lessee.** Nothing in subparagraphs 14.4 or 14.5 is intended to limit Lessee's right to bring claim for compensation or dispute, pursuant to existing Federal law and as described in Paragraph 23.

15. **INDEMNIFICATION.**

15.1. **Indemnification by Lessee.** Lessee shall indemnify and save Government harmless from, and shall defend Government against, and shall pay, all costs (including the costs of experts and investigators), expenses, and reasonable attorney's fees for all trial and appellate levels and post-judgment proceedings in connection with any fines, suits, actions, damages, liability, and causes of action of every nature arising or growing out of, or in any manner connected with, the occupation or use of the Leased Premises by Lessee, its employees, servants, agents, guests, invitees, and contractors. This includes, but is not limited to, any fines, claims, demands, and causes of action of every nature that may be made upon, sustained, or incurred by Government by reason of any breach, violation, omission, or non-performance of any term, covenant, or condition of this Lease on the part of Lessee, its employees, servants, agents, guests, invitees, or contractors. However, this indemnity shall not extend to damages due to the sole fault of Government or its employees, agents, servants, guests, invitees or contractors. This covenant shall survive the termination of this Lease.

15.2. **Release of Government.** Lessee releases the Government and its employees from liability from death or injury to persons caused by water, ice, snow, sleet, frost, steam, hail, wind, cold, dampness, electricity, rust, falling plaster or other materials, fire, explosion, sewer or sewage, gas, vapors, odors, aircraft noise, toxic or hazardous wastes, substances, or materials, the bursting or leaking of pipes or plumbing, or faulty wiring, or by any equipment or fixtures, or any act of God, or objects of any nature moved or propelled by water, ice, snow, sleet, steam, hail, or wind, at the Leased Premises, unless caused by the willful act or gross negligence of the Government.

15.3 Notwithstanding any other provision in this Lease to the contrary, Paragraphs 15.1 and 15.2 shall at all times be subject to the indemnification and release provisions set forth in Paragraph 13, including, without limitation, Paragraph 13.7, which shall remain in full force and unaffected by the indemnification and release provisions contain in this Paragraph 15.

16. INSURANCE.

16.1. **Risk of Loss or Damage; Required Insurance.** Except as otherwise provided in this Lease, Lessee shall, without prejudice to any other rights of Government, bear all risk of loss or damage or destruction to the Leased Premises, including any buildings, improvements, fixtures, or other property on it, beginning the first day of the Lessee's occupation or use of each portion of, or any building, facility, or other improvement on the Leased Premises arising from any causes whatsoever, with or without fault by Government or its officers, agents, employees, contractors, and subcontractors. During the entire period this Lease shall be in effect, Lessee, at no expense to Government, agrees to carry and maintain, or cause to be carried and maintained, in effect at all times during the term of this Lease the following insurance coverages:

16.1.1. Property insurance coverage against loss or damage by perils covered by Insurance Services Office ("ISO") special cause of loss form or its equivalent in an amount not less than One Hundred Percent (100%) of the full replacement cost of the Government buildings, building improvements, improvements to the land, fixtures, and personal property on the Leased Premises. The policies of insurance carried in accordance with this condition shall contain a "Replacement Cost Endorsement." The full replacement cost shall be determined every five years, except in the event of substantial changes or alterations to the Leased Premises undertaken by Lessee as permitted under the provisions of this Lease.

16.1.2. If the Leased Premises are located in a state, or an area of a state, which is prone to suffer property loss and damage from earthquake, flood, windstorm, or rainstorm, and if required by Government, a special risks or perils endorsement from a commercial insurer or from a state or Federal program, in amounts and with limitations and deductibles satisfactory to Government.

16.1.3. Commercial general liability insurance (including excess umbrella liability insurance) using the most recent occurrence form or its equivalent, covering bodily injury, premises, operations, products, completed operations, and independent contractors and for the contractual liability assumed by Lessee under Paragraph 15, and shall afford immediate protection at the time that the term of this Lease begins, and at all times during the term of this Lease, with single limit bodily injury coverage of \$2 million each occurrence, with single-limit property damage in the amount of \$2 million each occurrence, and with single-limit fire/legal liability coverage in the amount of \$2 million each occurrence, with all coverages limited to \$5 million in the aggregate. The value of the structure for fire coverage will be determined every five (5) years.

16.1.4. If Lessee owns or leases business vehicles that will be operating on, to, or from the Leased Premises or military land, those vehicles must be registered and insured in accordance with installation requirements.

16.1.5. If and to the extent required by law, workers' compensation and employer's liability or similar insurance in form and amounts required by law.

16.2. **Insurance to be Carried by Lessee and/or Contractors.** During the entire period this Lease shall be in effect, Lessee shall either carry and maintain the insurance required below at its expense, or require any contractor performing work on the Leased Premises to carry and maintain the following at no expense to Government:

16.2.1. The property insurance coverage required under subparagraph 16.1 above, which shall include the general property form that provides coverage in connection with any construction or work permitted under this Lease.

16.2.2. Fire and any other applicable insurance provided for in this Paragraph 16, which, if not then covered under the provisions of existing policies, shall be covered by special endorsement related to any Improvements (as defined in Paragraph 8), including all materials and equipment incorporated in, on, or about the Leased Premises (including excavations, foundations, and footings) under an ISO special cause-of-loss, completed value, builder's risk form or its equivalent; and

16.2.3. Workers' compensation for Lessee and any contractor of Lessee.

16.3. **Policies; Self-Insurance; Additional Insured; Cancellation of Coverage.** All policies of insurance that this Lease requires Lessee or any contractor to purchase and maintain, or cause to be purchased and maintained under this Paragraph, shall be underwritten by insurers authorized to underwrite insurance in the state where the Leased Premises are located, and that have a rating of at least B+ by the most recent edition of *Best's Key Rating Guide*. In all policies, Government shall be named as additional insured and loss payee for its interest in, but not limited to, the Leased Premises and any personal property included with the Leased Premises (under ISO forms CG 2011 and CG 2028 or their equivalents), except for the workers' compensation insurance contemplated in Paragraph 16.2.3 above. Government shall appear in all policies as "The United States of America, c/o Commanding Officer, NAVFAC Southeast, Box 30, Jacksonville, FL 32212, and payments for losses shall be made to "Treasurer of the United States." All commercial insurance policies shall (a) state that no cancellation, reduction in amount, or material change in coverage shall be effective until at least sixty (60) days after receipt by Government of written notice; (b) state that the insurer shall have no right of subrogation against Government; and (c) be reasonably satisfactory to Government in all other respects, including, without limitation, the amounts of coverages and deductibles from time to time. In the case of self-insurance for requirements of this Lease, Lessee shall provide at least sixty (60) days written notice to the Government prior to any reduction in coverage, cancellation of self-insurance, or change to the percentage of self-insurance to commercial insurance to be applied to requirements of this Lease. In no circumstances will Lessee be entitled to assign to any third party rights of action that Lessee may have against Government. Notwithstanding the foregoing, any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon thirty (30) days' written notice to Government. Lessee understands and agrees that cancellation of any insurance coverage required to be carried and maintained by it or contractor under this Paragraph 16 will constitute a failure to comply with the terms of this Lease, and Government shall have the right to terminate this Lease upon receipt of any

cancellation notice, but only if Lessee fails to cure noncompliance to the extent allowed under Paragraph 14.

16.4. **Certificate of Insurance.** Lessee shall deliver, or cause to be delivered to Government upon the earlier of the execution of this Lease, entry on or occupancy of the Leased Premises, or the commencement of any Improvements (and thereafter not less than thirty (30) days prior to the expiration date of each policy furnished under this Paragraph 16), a certificate or certificates of insurance (or in the event Lessee self-insures, a self-insurance letter in lieu thereof) evidencing the coverages and deductibles required by this Paragraph 16.

16.5. **Notice of Casualty.** In the event that any item or part of the Leased Premises shall be damaged or destroyed, the risk of which is assumed by Lessee under Paragraph 16.1, Lessee shall promptly give notice to Government. Lessee shall, as soon as practicable after the casualty, restore damaged or destroyed Government property as nearly as possible to the condition that existed immediately prior to the loss or damage, subject to Paragraphs 8 and 23. All repair and restoration work under this Paragraph shall comply with the provisions of this Lease, including any notice and approval requirements.

16.6. **Self-Insurance Requirements.** Notwithstanding any other provision of this Lease, Lessee may, with the prior consent of the RECO, self-insure any risk for which insurance coverage is required under this Lease; provided, however, that if Lessee's statutory limits of liability or other impediments to the assumption of liability are less than the limits of insurance required in this Lease, Lessee shall obtain commercial coverage that is sufficient in amount and nature to satisfy the insurance requirements of this Lease when added to any self-insurance. In order to obtain the consent of Government to self-insure, prior to entry Lessee shall deliver to Government a writing setting forth the limitations and impediments, if any, to which Lessee's self-insurance is subject, Lessee's source of funds to pay any claim from any risk for which insurance is required under this Lease (including its most recent audited financial statement), and any other information that Government may require to assess Lessee's request. If commercial insurance is required for any purpose, the provisions of Paragraph 16.1.3 shall apply; however, the total amount of commercial insurance and self-insurance shall meet the dollar limitations contained in this Paragraph 16.

16.7. **Determination of Insufficient Coverage by Government.** If Government at any time reasonably determines in good faith that the limits or extent of coverage or deductibles for any of the insurance required in this Lease are insufficient, it may determine the proper and reasonable limits and extent of coverage and deductibles and deliver notice of that coverage or deductibles to Lessee. Lessee shall thereafter carry insurance with the limits and extent of coverage and deductibles as determined by Government until further change.

17. **LABOR PROVISIONS.**

17.1. **Equal Opportunity.** During the term of this Lease, Lessee and each sublessee agree as follows with regard to all employees located at, or involved with, the Leased Premises:

17.1.1. Lessee and each sublessee shall not discriminate against any employee or applicant for employment because of race, color, age, marital status, handicap, religion, sex, or

national origin. Lessee and each sublessee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, marital status, handicap, religion, sex, or national origin. That action shall include, but not be limited to, employment, upgrading, demotion, or transfer, retention or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, selection for training, including apprenticeship. Lessee and each sublessee agree to post in conspicuous places available to employees and applicants for employment notices furnished by Government containing the provisions of this nondiscrimination clause.

17.1.2. Lessee and each sublessee shall, in all solicitations or advertisements for employees placed at the Leased Premises by or on behalf of Lessee and each sublessee, state that all qualified applicants will receive consideration for employment without regard to age, marital status, handicap, race, color, religion, sex, or national origin.

17.1.3. Lessee and each sublessee shall send to each labor union or representative of workers for the Leased Premises with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by Government, advising the labor union or worker's representative of commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

17.1.4. Lessee and each sublessee shall comply with all provisions of Exec. Order No. 11,246 of September 24, 1965, as amended by Exec. Order No. 11,375 of October 13, 1967 (the "Executive Order"), and of the rules, regulations, and relevant orders of the Secretary of Labor as it relates to the Leased Premises.

17.1.5. Lessee and each sublessee shall furnish all information and reports required by the Executive Order, and by the rules, regulations, and orders of the Secretary of Labor or pursuant to it, and will permit access to its books, records, and accounts by Government and the Secretary of Labor for purposes of ascertaining compliance with those rules, regulations, and orders.

17.1.6. In the event of Lessee's or any sublessee's noncompliance with this Equal Opportunity clause or with any of the applicable rules, regulations, or orders, this Lease or any sublease may be canceled, terminated, or suspended in whole or in part and Lessee or any sublessee may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order, and other sanctions may be imposed and remedies invoked, all as contained in the Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

17.1.7. Lessee shall include the provisions in Paragraph 17.1 in every sublease unless exempted by rules, regulations, or orders of the Secretary of Labor issued under section 204 of the Executive Order, so that those provisions will be binding upon each sublessee. Lessee will take whatever action against any sublessee that Government may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event Lessee becomes involved in, or is threatened with, litigation with a sublessee as a result of the direction

by Government, Lessee may request Government to join the litigation to protect the interests of Government.

17.2. **Contract Working Hours and Safety Standards Act (40 U.S.C. §§ 327-330) (the "Act")**. This Lease and each sublease, to the extent that it is a contract of a character specified in the Act and is not covered by the Walsh-Healy Public Contracts Act (41 U.S.C. §§ 35-45), is subject to the following provisions and exceptions of the Act and to all other sections and exceptions of that law as they apply to employment at the Leased Premises:

17.2.1. Lessee and each sublessee shall not require or permit any laborer or mechanic in any workweek in which he/she is employed on any work on the Leased Premises to work in excess of 40 hours on work subject to the contents provisions of the Act unless the laborer or mechanic receives compensation at a rate not less than one and one-half times his/her basic rate of pay for those excess hours. The "basic rate of pay," as used in this clause, shall be the amount paid per hour, exclusive of the employer's contribution or cost for fringe benefits and any cash payment made in lieu of affording fringe benefits, or the basic hourly rate contained in the wage determination, whichever is greater.

17.2.2. In the event of any violation of the preceding subparagraph, Lessee or sublessee shall be liable to any affected employee for any amounts due, and to Government for liquidated damages. The liquidated damages shall be computed for each individual laborer or mechanic employed in violation of Paragraph 17.2.1 above, in the sum of \$200 for each calendar day on which the employee was required or permitted to be employed in excess of the standard workweek of 40 hours without payment of the required overtime wages.

17.4. **Acquisition Regulation**. Unless specifically required by other terms contained in this Lease, neither the Federal Acquisition Regulation (FAR), nor the Defense Federal Acquisition Regulation Supplement (DFARS) apply to this outgrant lease, which is executed under the authority of 10 U.S.C. 2667.

17.5. **Davis-Bacon Act**. The Davis-Bacon Act as amended (40 U.S.C. § 3141-3148, and the implementing regulations at 29 C.F.R. pt. 5) apply to performance of the project described in **Attachment B** and **Attachment H** of this Lease.

18. NOTICES. Notices shall be sufficient under this Lease if made in writing and submitted in the case of Lessee to:

SR MERIDIAN LEASE HOLDINGS, LLC
150 Third Avenue South, Suite 2000
Nashville, TN 37201
Attn: President
Attn: Secretary

and for the Government:

Commanding Officer
NAVFACENGCOM Southeast

ATTN: Real Estate Contracting Officer
PO Box 30, Bldg. 903
Jacksonville, FL 32212-0030

and

Department of the Navy
NAVFACENGCOM HQ
ATTN: (b) (6)
1322 Patterson Avenue, SE, Suite 100
Washington Navy Yard, D.C. 20374-5065

Those persons shall serve as the representatives of the Parties and the points of contact during the term of this Lease. Any notice shall be deemed to have been given, unless delivered personally, when deposited in the U.S. mail, postage pre-paid, certified mail, return receipt requested and addressed as set forth above or to another address that Lessee or Government shall have stated to the other by like notice, or upon confirmation of receipt if sent by telefacsimile on a regular business day and addressed as set forth above, or within twenty-four (24) hours, or the next business day if sent by a recognized overnight delivery service.

19. AUDIT. This Lease and any sublease shall be subject to audit by any authorized Government agency. Lessee and each sublessee shall make available to those agencies for use in those audits all records that it maintains that are related this Lease or any sublease and copies of all reports required to be filed under this Lease.

20. INTEREST. Notwithstanding any other provision of this Lease, unless paid within thirty (30) calendar days, all amounts that become payable by Lessee to Government under this Lease (net of any applicable tax credit under the Internal Revenue Code) shall bear interest from the date due. The rate of interest will be the Current Value of Funds Rate published by the Secretary of the Treasury under the Debt Collection Act of 1982 (31 U.S.C. § 3717). Amounts shall be due upon the earliest of (a) the date fixed by this Lease, (b) the date of the first written demand for payment, consistent with this Lease, including demand consequent upon default termination, (c) the date of transmittal by Government to Lessee of a proposed supplemental agreement to confirm completed negotiations fixing the amount, or (d) if this Lease allows for revision of prices, the date of written notice to Lessee stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by lease supplement.

21. AGREEMENT. This Lease shall not be modified except in a single writing that is signed by both Lessee and Government. No oral statements or representation made by, or for, on behalf of either Lessee or Government shall be a part of this Lease. Should conflict arise between the provisions of this Lease and any attachment to it, or any other agreement between Government and Lessee, the provisions of this Lease shall take precedence.

22. FAILURE TO INSIST ON COMPLIANCE. The failure of Government to insist in any one or more instances upon performance of any of the terms, covenants, or conditions of this Lease shall not be construed as a waiver or relinquishment of Government's right to the future

performance of any of those terms, covenants, or conditions and Lessee's obligations for their future performance shall continue in full force and effect.

23. DISPUTES.

23.1. This Lease is subject to the provisions of the Contract Disputes Act of 1978, as amended (41 U.S.C. §§ 7101-7112) (the "Disputes Act").

23.2. Except as provided in the Disputes Act, all disputes arising under or relating to this Lease shall be resolved under this clause and the provisions of the Disputes Act.

23.3. "Claim", as used in this clause, means a written demand or written assertion by Lessee or Government seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Lease terms, or other relief arising under or relating to this Lease. A claim arising under this Lease, unlike a claim relating to this Lease, is a claim that can be resolved under a Lease clause that includes the relief sought by the claimant. However, a written demand or written assertion by Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Disputes Act until certified as required by Paragraph 23. A voucher, invoice, or other routine request for payment that is not in dispute is not a claim under the Disputes Act. The request may be converted to a claim under the Disputes Act by complying with the submission and certification requirements of this clause, if it is disputed either for liability or amount or is not acted upon in a reasonable time.

23.4.1. A claim by Lessee shall be made in writing and submitted to the RECO (as defined in Paragraph 3.2.1 above) within six (6) years after accrual of the claim. A claim by Government against Lessee shall be subject to a written decision by the RECO.

23.4.2. Lessee shall deliver the certification stated in Paragraph 23 when submitting any claim:

23.4.2.1. Exceeding \$100,000; or

23.4.2.2. Regardless of the amount claimed, when using:

23.4.2.2.1. Arbitration conducted pursuant to 5 U.S.C. §§ 575-580; or

23.4.2.2.2. Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

"I certify that the claim is made in good faith; that the supporting data is accurate and complete to the best of Lessee's knowledge and belief; that the amount requested accurately reflects the Lease adjustment for which Lessee believes the Government is liable; and that I am duly authorized to certify the claim on behalf of Lessee."

23.4.3. The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

23.4.4. The certification may be executed by any person duly authorized to bind Lessee for the claim.

23.5. For Lessee claims of \$100,000 or less, the Government must, if requested in writing by Lessee, render a decision within sixty (60) days of the request. For Lessee-certified claims over \$100,000, the Government must, within sixty (60) days decide the claim or notify Lessee of the date by which the decision will be made.

23.5.1. The decision of the Government shall be final unless Lessee appeals or files a suit as outlined in the Disputes Act.

23.6. At the time a claim by Lessee is submitted to the RECO, or a claim by Government is presented to Lessee, the Parties may agree to use alternative means of dispute resolution. When using arbitration conducted under 5 U.S.C. §§ 575-580 or when using any other ADR techniques that the agency elects to handle in accordance with ADRA, any claim, regardless of amount, shall be accompanied by the certification described in Paragraph 23.4.2.2. and executed in accordance with Paragraph 23.4.4.

23.7. Government shall pay interest on the amount found due and unpaid by it from (1) the date the Government point of contact designated in Paragraph 18 received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in the Federal Acquisition Regulation (48 C.F.R. § 33.201), interest shall be paid from the date that the Government point of contact designated in Paragraph 18 initially receives the claim. Simple interest on claims shall be paid at the rate fixed by the Secretary of the Treasury, as stated in the Disputes Act, which is applicable to the period during which the Government receives the claim and then at the rate applicable for each six (6) month period as fixed by the Secretary of the Treasury during the pendency of the claim.

23.8. Notwithstanding anything in this Paragraph, Lessee shall proceed diligently with the performance of this Lease pending final resolution of any request for relief, claim, appeal, or action arising under this Lease, and comply with any decision of the Government.

24. COVENANT AGAINST CONTINGENT FEES. Lessee warrants that no person or agency has been employed or retained to solicit or obtain this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Lessee for the purpose of obtaining business. For breach or violation of this warranty, Government shall have the right to annul this Lease without liability or in its discretion to require Lessee to pay, in addition to the rent or consideration, the full amount of the commission, percentage, brokerage, or contingent fee.

25. LIENS. Except for any liens, security interests or other encumbrances granted or to be granted to any lender of Lessee in connection with the financing of In-Kind Performance, Lessee and each sublessee shall promptly discharge, or cause to be discharged, a valid lien, right *in rem*, claim, or demand of any kind, except one in favor of Government that at any time may arise or exist regarding the Leased Premises or materials or equipment furnished to it, or work done on it, or to any part of it, by Lessee's or any sublessee's use of the Leased Premises. If the lien, right,

claim, or demand shall not be promptly discharged by Lessee or any sublessee, or should a petition be filed by or against Lessee or any sublessee in bankruptcy, or should Lessee or any sublessee file for liquidation or make an assignment on behalf of creditors, or should the leasehold estate be taken by execution, Government reserves the right to take immediate possession without any liability to Lessee or any sublessee. Lessee and any sublessee shall be responsible for any costs incurred by Government in obtaining clear title to its property due to their acts or omissions clouding the title.

26. TAXES. Lessee shall pay to the proper authority when and as the same become due and payable all taxes, assessments, and similar charges that, at any time during the term of this Lease may be imposed on the Leased Premises. 10 U.S.C. § 2667(f) contains the consent of Congress to the taxation of Lessee's interest in the Leased Premises, whether or not the Leased Premises are in an area of exclusive Federal jurisdiction. Should Congress consent to taxation of Government's interest in the Leased Premises, this Lease will be renegotiated.

27. SUBJECT TO EXISTING AND FUTURE EASEMENTS. This Lease, and each sublease, is subject to all outstanding easements and rights in the nature of an easement (collectively, "easements") for the location of any type of facility over, across, in, and upon all or any part of the Leased Premises, and to the right of Government to grant additional easements over, across, in and upon the Leased Premises for the public interest. However, Government shall coordinate with Lessee to minimize any impact to Lessee's operations, and any additional easement shall be conditioned on the assumption by its grantee of liability to Lessee for damages that Lessee shall suffer for property destroyed or rendered unusable on account of the grantee's exercise of its easement rights. There is hereby reserved to the holders of outstanding easements or which may be granted later, to any workers officially engaged in the construction, installation, maintenance, operation, repair, or replacement of facilities located on the easement area, and to any Federal, state, or local official engaged in the official inspection of that work, reasonable rights of ingress and egress over the Leased Premises that may be necessary for the performance of their duties with regard to those facilities, subject to Paragraph 9.

28. INGRESS, EGRESS, PARKING AND SECURITY.

28.1. Reasonable Access. Lessee and any sublessees, and their employees, agents, contractors, vendors, and invitees will be granted reasonable access to the Leased Premises under this Lease. As a condition, Lessee and sublessees, and their employees, agents, contractors, vendors, and invitees, agree to adhere to all base rules and regulations regarding installation security, ingress, egress, safety and sanitation that may be prescribed from time to time by the Commander/Commanding Officer. Lessee and any sublessee and their employees, vendors, and business invitees, shall coordinate parking with the appropriate office of the installation. Lessee and its invitees and contractors agree to absorb all costs, including time and expense, associated with gaining access to the installation under the RAPIDGATE or similar program.

28.2. Installation Security. The Leased Premises is located on a secure Department of Navy installation and Lessee and any sublessee(s) are required to comply with all applicable security rules, regulations, and procedures issued by the installation Commander/Commanding Officer. All employees of Lessee or sublessee(s) that are required by the installation to do so, shall obtain appropriate clearance from the installation ("Clearance") to access the Leased Premises. Failure to obtain the required Clearance shall result in denial of access to the Leased

Premises of Lessee's or sublessee(s) employees. Lessee and any sublessee(s) agree(s) to hold harmless Government from any liability of any nature for financial or other losses incurred by Lessee or any sublessees(s) by reason of Lessee's or any sublessee(s) employees failure to obtain Clearance for access to the Leased Premises. The prior sentence shall survive the termination of this Lease.

29. ADMINISTRATION. Except as otherwise stated in this Lease, the RECO shall have complete charge of the administration of this Lease, including granting any consents and approvals hereunder, and shall exercise full supervision and general direction insofar as the interests of Government are affected.

30. DAMAGE TO THE LEASED PREMISES. Except for Lessee-owned property brought onto the Leased Premises, in the event all or any part of the Leased Premises is damaged either directly or indirectly as a result of Lessee's use or occupancy, whether during the construction, operation, maintenance, replacement, or removal of improvements or otherwise, due to acts or omissions of Lessee, its agents, contractors, or employees, Lessee shall, upon demand, either compensate Government for the loss or damage, or rebuild, replace, or repair the item or items of the Leased Premises or facilities so lost or damaged, as Government may elect. For the avoidance of doubt, the parties hereto agree and acknowledge that the construction and operation of the Improvements in accordance in all material respects with **Attachment B** and **Attachment H** shall not result in any damages to the Leased Premises.

31. APPLICABLE RULES AND REGULATIONS.

31.1. Compliance with Applicable Laws and Regulations. Lessee and any sublessee shall comply with all Federal, state, and local laws, regulations, ordinances and restrictions that are applicable, or may become applicable, to Lessee's or sublessee's activities on the Leased Premises. This includes, but is not limited to, laws and regulations concerning the environment, construction of facilities, health, safety, food service, water supply, sanitation, and any licenses and permits to conduct business. Lessee and any sublessee are responsible for obtaining and paying for permits required for its operations under this Lease. Lessee acknowledges that photovoltaic panels for use in the project as described in **Attachment B**, shall comply with Section 858 of Public Law 113-291.

31.2. Activities Subject to Installation Rules, Regulations and Procedures. Further, all activities authorized under this Lease shall be subject to rules, regulations, and procedures regarding installation security, supervision, or otherwise, that may, from time to time, be prescribed by the installation Commander/Commanding Officer.

32. SUBCONTRACTORS AND AGENTS FOR LESSEE. All Work involving Lessee facilities must be performed by skilled tradesmen who are accomplished at their craft and bonded against loss due to damages resulting directly or indirectly from work performed.

33. SURRENDER. Upon the expiration of this Lease or its prior termination, and subject to Paragraph 8, Lessee shall quietly and peacefully remove itself and its personal property from the Leased Premises and surrender possession to Government. With respect to Improvements, refer to Paragraph 8. However, in the event Government shall terminate this Lease upon less than ninety (90) days' notice, Lessee shall be allowed a reasonable period of time, as determined by

the RECO, but in no event less than one hundred and twenty (120) days from receipt of notice of termination, in which to remove all of Lessee's personal property from, and terminate its operations on, the Leased Premises. During the period prior to surrender, all obligations assumed by Lessee under this Lease shall remain in full force and effect; provided, however, that if Government shall in its sole discretion, determine that any action is equitable under the circumstances, it may suspend, in whole or in part, any further accruals of rent, if any, or maximum amount to be expended between the date of termination of this Lease and the date of final surrender of the Leased Premises. Government may, in its reasonable discretion, declare any personal property that has not been removed from the Leased Premises upon termination as abandoned upon an additional ninety (90) days' notice.

34. RECORDING. If a statutory short form or memorandum of this Lease is required or requested by the Lessee to be recorded, Lessee shall cause it to be prepared and recorded at its expense. In no event shall Lessee cause this entire Lease to be recorded, and a recordation of this entire Lease by Lessee shall constitute a breach of this Lease

35. FEDERAL FUNDS. This Lease does not obligate any appropriated funds.

36. HEADINGS. The headings of paragraphs in this Lease are used solely for ease of reference. They may not be used to construe the meaning of all or any part of a paragraph.

37. ATTACHMENTS. Attachments to this Lease are set forth below:

- A. The Leased Premises
- B. Renewable Energy Generation Project Technical Information
- C. Environmental Condition of Property Document
- D. Rent Schedule
- E. N/A (FFA)
- F. EMEPA Interconnection approval
- G. Environmental Protective Measures
- H. In-Kind Consideration Project

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have, on the respective dates set forth below, duly executed this Lease as of the day and year first above written.

GOVERNMENT

WITNESS:
acting

THE UNITED STATES OF AMERICA,

by and through the Secretary of the Navy

By:

(b) (6)
[Redacted Signature]

By:

(b) (6)
[Redacted Signature]

Real Estate Contracting Officer (RECO)
Naval Facilities Engineering Command HQ

Date: 5/23/17

Date: 5/23/17

LESSEE

WITNESS:

SR MERIDIAN LEASE HOLDINGS, LLC

By:

(b) (6)
[Redacted Signature]
(Print Name)

By:

(b) (6)
[Redacted Signature]

President

Date: 5-22-17

Date: 5-22-17

I certify that the person who signed this Lease on behalf of Lessee was then the duly elected or appointed officer indicated, and this Lease was duly signed for and on behalf of Lessee by authority of its governing body and is within the scope of its corporate powers.

(b) (6)
[Redacted Signature]

(CORPORATE SEAL)

(b) (6)
[Redacted Signature]

Title

Date

5-22-17

